

## **Subject: Assignment of membership rights**

### **Background**

The right associated with membership of the BMC is a 'personal' right, held by the member or members specified on the register and share certificate.

18A(f) of the BMC Rules specifies that:

- (i) A member, with Board approval, may assign use of their membership to a lessee of the member's property, on a temporary basis, using an approved boat for a maximum period up to 12 months.

The assignment must be approved in writing by the Board. If the assignee subsequently becomes a member then his/her assigned use ceases. Assignment of the membership will cease if the member is not an 'active member' as provided in Rule 18. For the purposes of this rule and Schedule A, the conduct of the assignee is deemed to be the conduct of the member.

- (ii) A member may allow a family member or partner to use the mooring facility, using the member's approved boat. For the purposes of this rule and Schedule A, the conduct of such a person is deemed to be the conduct of the member.
- (iii) A member may allow, with Board approval, on a temporary basis, use of their membership to a resident of locations on the Hawkesbury River accessible only by boat, using an approved boat. For the purposes of this rule and Schedule A, the conduct of such a person is deemed to be the conduct of the member.

### **The Policy**

To further clarify the provisions above, the following of the arrangements will apply to assignment:

1. To have their membership assigned, a member must remain financial, and paid up to date.
2. The member remains responsible for the payment of all levies or other fees or charges arising from their membership of the BMC.
3. The member who has assigned mooring rights will lose their right to moor a boat at the BMC facility while an assignment is in place.
4. The member must inform the Board in writing when they want an assignment to cease.
5. Assignments will be limited to 20. This policy is designed to guard against over-crowding at the facility.
6. Approval of an assignment may be terminated or suspended at any time if the Board concludes that overcrowding is affecting its members' ability to freely moor at the facility. This recognises that the BMC's primary objective, and the overall management

responsibility for the Board, is 'to provide, maintain and operate facilities at Brooklyn for mooring member's boats.' If cancellation or suspension of assignments is required to meet this objective, then the most recent assignment will be cancelled or suspended first, and so on. While limiting the number of assignments to 20 should guard against overcrowding, there may be circumstances in which this policy needs to be activated. For example, members may increase the frequency and/or duration of their use of the facility, or maintenance and refurbishment works may mean that for a period of time, there are fewer mooring spots at the facility.

7. In considering applications for assignments, the Board will apply the following order of priority:
  - a. member to tenant
  - b. member to river resident who is next on the waiting list
  - c. member to river resident of member's own choice, providing the proposed assignee/s has/have been on the BMC Waiting List for a minimum of two years, unless:
    - i. the proposed assignee has had an assignment associated with a tenancy (as per a. above) since prior to February 2016, and that assignment has been terminated as a result of the discontinuation of the tenancy
    - ii. the proposed assignee has had an assignment associated with a tenancy (as per a. above) for less than 2 years, is on the Waiting List, but that assignment has been terminated as a result of the discontinuation of the tenancy
8. For the purpose of Rule 18A(f)(i) above:
  - a. A new application for assignment must be made for a new tenant
  - b. The member must notify the Board in writing if they want an assignment to an existing approved tenant to continue beyond the 12 months specified in this Rule. Such a notification will be deemed to be a new application for assignment for the purpose of this rule, and will be approved as a matter of course, providing the member and assignee have complied with all conditions of the assignment and membership.
9. To clarify Rule 18A(f)(ii):
  - a. Use of a member's mooring right by a family member or partner is **not** an assignment, and is permitted under this Rule. Note also that a member can have more than one 'approved' boat, but that only one boat per membership can moor at the facility at any one time.
  - b. This rule also applies to assignees. That is, the assigned right can be used by a family member or partner of the assignee. Again, an assignee can have more than one 'approved' boat, but only one boat per assignment can moor at the facility at any one time.

## **Standard conditions of assignments**

### **Member Conditions:**

1. I/We must not tell the assignee that they can moor at the BMC facility or give any keys to the BMC facility gates to the assignee until I/we have received written or emailed notice of Activation of Assignment from the BMC's Secretary.
2. I/We lose my/our right to moor a boat at the BMC facility whilst this assignment is in place.
3. The conduct of the assignee is deemed to be my/our conduct in relation to the Rules applying to the mooring of boats at the BMC facility.
4. I/We remain responsible for the payment of all levies or other fees or charges arising from my membership of the BMC.
5. I/We must inform the Board in writing when I/we want the assignment to cease.
6. I/We will retrieve all BMC facility keys from the assignee at the time the assignment ceases and make every endeavour to have the assignee remove from their boat all BMC labels and numbers.
7. I/We understand that the BMC's primary objective, and the overall management responsibility for the Board, is "To provide, maintain and operate facilities at Brooklyn for mooring member's boats." Therefore, the Board's approval of my/our request to assign my mooring rights may be terminated at any time if the Board concludes that overcrowding is affecting its members' ability to freely moor at the BMC facility.
8. This assignment of mooring rights may only continue whilst my nominated assignee remains the lessee of my property, or a permanent or occasional resident of a location on the Hawkesbury river which is only accessible by boat. I will inform the Board if I am aware that this has ceased to be true.

### **Assignee conditions**

1. I/We must not moor at the BMC facility or take possession of any keys to the BMC facility gates until I/we have received written or emailed notice of the Activation of the Assignment from the BMC's Secretary.
2. The member who has assigned mooring rights will lose their right to moor a boat at the BMC facility whilst this assignment is in place.
3. My/Our conduct as assignee is deemed to be the member's conduct in relation to the Rules applying to the mooring of boats at the BMC facility.
4. The member remains responsible for the payment of all levies or other fees or charges arising from their membership of the BMC
5. The member must inform the Board in writing when they want the assignment to cease.

6. The member will retrieve all BMC facility keys from you at the time the assignment ceases and will require you to remove from your boat all BMC labels and numbers.
7. I/We understand that the BMC's primary objective and the overall management responsibility for the Board is "To provide, maintain and operate facilities at Brooklyn for mooring member's boats." Therefore, the Board's approval of this request to assign their mooring rights may be terminated at any time if the Board concludes that overcrowding is affecting its members' ability to freely moor at the BMC facility.
8. The assignment of mooring rights may only continue whilst you, the nominated assignee, remains the lessee of the member's property, or a permanent or occasional resident of a location on the Hawkesbury river which is only accessible by boat. I/We will inform the Board if this ceases to be true.